



OFFICIAL

Government of **Western Australia**
Department of **Water and Environmental Regulation**

Request

Request Title:

Air Quality Monitoring Equipment

Request Number:

DWER104525

Closing Time:

2:30 PM Wednesday 4 February 2026, Western Australia

Issued by:

The State of Western Australia acting through the Department of Water and Environmental Regulation

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Part A – Request No DWER104525

1. Introduction

1.1 Background

The Department of Water and Environmental Regulation (DWER / the Customer) requires the supply of instruments that can measure pollutants named in the National Environment Protection (Ambient Air Quality) Measures (NEPM).

1.2 Submission of Offer

1.2.1 Hand and Post Lodgement

The Respondent may not submit the Offer by hand or post.

1.2.2 Electronic Lodgement

The Respondent may submit their Offer electronically by uploading file(s) in an approved format (**TWA Approved File Format**) at www.tenders.wa.gov.au.

If uploading Offer file(s) at Tenders WA, the Respondent must ensure that:

- the lodgement is made in accordance with the [Tenders WA Terms of Use](#).
- the Respondent is registered on Tenders WA to submit an offer electronically.
- the Offer is lodged against the correct Request Number.
- each file name is no more than 125 characters in length.
- each file upload request is equal to or less than 100MB per upload request.
- each file is uploaded in one of the following TWA Approved File Formats:

TWA Approved File Formats			
Adobe Reader File #	.pdf	Image File	.jpeg
Microsoft Excel File *	.xls	Image File	.jpg
Microsoft Excel File *	.xlsx	Image File	.png
Microsoft Excel File *	.csv	Media File	.mp4
Microsoft PowerPoint File *	.ppt	Media File	.mpp
Microsoft PowerPoint File *	.pptx	Rich Text Format File	.rtf
Microsoft Publisher File *	.pub	Text File	.txt
Microsoft Word File *	.doc		
Microsoft Word File *	.docx		
Microsoft Word File *	.docm		
TWA Approved File Formats – Compression Formats			
ZIP File	.zip	Unix File	.z
gzip File	.gz	7-zip File	.7z
RAR File	.rar		

PDF files must be Adobe compatible. * Microsoft files must be PC / Windows compatible.

Notwithstanding paragraph (f) above, if the Respondent uploads Offer file(s) to Tenders WA:

- in a file format that is not listed in the table above; or

- (b) uses one of the compression file formats listed above, and the underlying compressed file(s) is saved in a format not listed in the table above,

the Contract Authority or Customer may exclude the content of that file(s) from their consideration of the Respondent's Offer at their discretion.

The Tenders WA Terms of Use can be viewed at www.tenders.wa.gov.au. Guidelines to assist Respondents with registering on Tenders WA and lodging an Offer electronically can be downloaded at www.tenders.wa.gov.au by following the links 'Help' > 'Help Guides' > 'Business Help Guides'.

Queries in relation to Tenders WA, including TWA Approved File Formats, should be directed to the 'Advice on using Tenders WA' contact person listed in Part A, section 1.6 of this Request.

- 1.2.3 Conditions regarding the submission of Offers (including late lodgement and mishandling) are contained in the Request Conditions.

1.3 Offer Validity Period

The Offer Validity Period is for a period of six months.

1.4 Tenders WA

The Respondent may register (free) for the Tenders WA website to ensure that the complete Tender has been downloaded including any and all addenda.

1.5 Contact Persons

Different enquiries can be best dealt with by the most appropriate contact, shown below.

The Respondent must not contact any other person within Government or any consultant engaged in relation to this Request to discuss this Request.

Contractual and Routine Enquiries:	
Name:	Emma Gregory
Title:	Senior Procurement Manager
Telephone:	08 6551 1533
E-mail:	Emma.Gregory@dohw.wa.gov.au
Advice on Using Tenders WA:	
Name:	Procurement Systems Support
Telephone:	(08) 6551 2020

1.6 Request Conditions

The "Request Conditions" are contained in the Part A of the *Request Conditions and General Conditions of Contract* [July 2025] located at www.wa.gov.au/government/publications/request-conditions-and-general-conditions-of-contract-july-2025

and contain important provisions regarding the nature of this Request and the consequences of the Respondent submitting an Offer. The Respondent is deemed to have read and considered the Request Conditions prior to submitting an Offer.

2. Selection Process

2.1 Selection Process

Achieve Value for Money is a key Western Australian Procurement Rule. It ensures that when purchasing Goods and/or Services, State Agencies achieve the best possible outcome, for every dollar spent, by assessing the costs and benefits of, and the risks inherent in, an Offer, rather than simply selecting the lowest Offered Price.

In determining Value for Money, the Contract Authority or the Customer will:

- (a) apply relevant [Western Australian Procurement Rules](#) and Government policies and priorities, including those referenced in the [Western Australian Social Procurement Framework](#), to the assessment of Offers;
- (b) require Offers to meet the Pre-Qualification Requirements in Section 3 in Part B;
- (c) assess Offers against the Compliance and Disclosure Requirements in Section 4 in Part B;
- (d) assess Offers against the Qualitative Requirements in Section 5 in Part B;
- (e) assess Offers against the Insurance Requirements in Section 6 in Part B; and
- (f) assess the Offered Prices which includes assessing the Offered Price and Pricing Requirements in Schedule 3.

The determination of Value for Money will require a consideration of all of the above factors and any other matters that the Contract Authority or Customer considers relevant.

2.2 Western Australian Procurement Rules and Government Policies

The following apply to this Request:

- (a) The Western Australian Procurement Rules, as applicable

The [Western Australian Procurement Rules](#) can be viewed at and downloaded from wa.gov.au.

- (b) The WA Buy Local Policy 2022

The [WA Buy Local Policy 2022](#) can be viewed at and downloaded from wa.gov.au.

Western Australian Industry Participation Strategy (WAIPS)

The [WAIPS](#) can be viewed at and downloaded from wa.gov.au.

This Request is a Covered Procurement as defined in the [Western Australian Procurement Rules](#).

2.3 Supplier Debarment Regime

In January 2022, the Western Australian supplier debarment regime commenced operation. The debarment regime establishes grounds and processes through which a supplier can be excluded (by suspension or debarment) from supplying goods, services and works to State Agencies. The regulatory scheme is established under Part 7 of the *Procurement Act 2020* and the *Procurement (Debarment of Suppliers) Regulations 2021*. Further information about the regulatory scheme is available from WA.gov.au and [Tenders WA](#).

Unless operation of the *Procurement (Debarment of Suppliers) Regulations 2021* has been excluded, the Contract Authority or Customer must exclude from consideration any Offer received from a Respondent who is suspended or debarred, and any Offer which includes a subcontracting arrangement with a suspended or debarred subcontractor.

Part A Head Agreement Details and Customer Contract Details - Respondent to read and keep this Part A

Schedule 1 - Head Agreement Details and Customer Contract Details

Head Agreement Details

1. Contract Authority	The Contract Authority is the State of Western Australia acting through the Department of Water and Environmental Regulation.
2. The Term of the Head Agreement	The Term of the Head Agreement is three years.
3. Commencement Date	The Contract Authority will notify the Contractor of the Commencement Date in the Letter.
4. Extensions	The Contract Authority has two options to extend the Term, each option having a one year duration.
5. Notice of Extension	Clause 3.8 of the General Conditions applies.
6. Price Variation	<p>(a) The Price is fixed for the first year of the Term.</p> <p>(b) On each anniversary of the Commencement Date, the Price will be varied by the Consumer Price Index (Consumer Price Index, Australia (Cat No 6401.0): 1 All Groups, Index Numbers – Perth).</p> <p>(c) The Contractor shall apply in writing for the Contract Authority's approval each time a revised price is to be applied to the Head Agreement. Twenty-one (21) days prior notice is required for a Price Variation request.</p> <p>(d) Documentation will be required to justify applications for revised Head Agreement prices during the term of the Head Agreement.</p> <p>(e) No price variation is payable unless and until approved by the Contract Authority.</p> <p>(f) Any request by the Contractor for back-payment of price variations will not be considered.</p>
7. Public Liability	<p>Public liability insurance covering:</p> <p>(a) the legal liability of the Contractor and the Contractor Personnel arising out of the Services for an amount of not less than \$20 million for any one occurrence and unlimited in the number of occurrences happening in any one period of insurance; and</p> <p>(b) indemnification of the Contract Authority as principal to the extent of its liability arising out of the Services.</p>
8. Workers' Compensation	<p>Workers' compensation insurance in accordance with the provisions of the <i>Workers' Compensation and Injury Management Act 2023</i> (WA) (the WCIM Act).</p> <p>The insurance policy must include:</p> <p>(a) common law liability cover for an amount of not less than \$50 million for any one event in respect of workers of the Contractor; and</p> <p>(b) principal's indemnity cover (by policy extension or otherwise), covering any claims or liability that may arise under the principal's indemnity described in section 217 of the WCIM Act.</p>
9. Contract Management Requirements	<p>Contract Authority's Representative To be advised in the Letter.</p> <p>Key Performance Indicators 90% of deliveries are within eight weeks of Order placement.</p>
10. Confidential Information	For the purposes of paragraph (b) of the definition of "Confidential Information" in clause 2.1 of the General Conditions, there is no

Part A Head Agreement Details and Customer Contract Details - Respondent to read and keep this Part A

	information that is specified by the Contract Authority as confidential.
11. Panel Arrangement	This Request is to establish a Panel Arrangement. Clause 4(c) of the General Conditions applies.
12. Police Clearance	Clause 18.4 of the General Conditions applies.
13. Confidential Declaration – Prevention of Paedophilia	Clause 18.5 of the General Conditions does not apply.
14. Warranties	For the purposes of clause 19.5 of the General Conditions, no warranties are specified.
15. Intellectual Property Owner	Clause 23.1 (a) of the General Conditions applies.
16. Publicity	Clause 23.1 (e) of the General Conditions applies.
17. Government Policies	<p>The following obligations are obligations relating to Government procurement policies for the purposes of clause 32 of the General Conditions:</p> <ul style="list-style-type: none"> • The Western Australian Industry Participation Strategy requirements mentioned and/or described in Item 18 of the Head Agreement Details <p>For the purposes of clause 32 of the General Conditions, no obligations relating to Government procurement policies are specified.</p>
18. Western Australian Industry Participation Strategy (WAIPS) – Reporting Requirements for CUA and Panel Arrangements	<p>(a) Participation Plan Exemption Reporting</p> <p>(i) The Contractor must submit a completed WAIPS Participation Plan Exemption Report for Common Use Arrangements and agency panel contracts upon the termination or expiry of the Head Agreement (Participation Plan Exemption Report).</p> <p>(ii) The Contractor must ensure that the Participation Plan Exemption Report:</p> <p>(A) is prepared using the Participation Plan Exemption Report form available on the WAIPS Portal, at waips.industrylink.wa.gov.au.</p> <p>(B) complies with the WAIPS Portal report submission and content requirements, including with respect to authority, accuracy, currency and detail.</p> <p>(C) is submitted via the WAIPS Portal no later than two months after the termination or expiry of the Head Agreement.</p> <p>WAIPS Portal information for businesses, including information on exemption reporting, is available on WA.gov.au (www.wa.gov.au/government/multi-step-guides/waips-portal-user-guide-businesses).</p> <p>(b) Use of Information</p> <p>The Contract Authority and the State may use or disclose the Participation Plan Exemption Report provided under this clause, and information related thereto, for the legitimate purposes of or relating to government or the business of government.</p> <p>(c) Clause survives</p> <p>This clause survives the termination or expiration of the Head Agreement.</p>

Part A Head Agreement Details and Customer Contract Details - Respondent to read and keep this Part A

Customer Contract Details

1. Customer	The Customer will be specified in the Order.
2. The Term of the Customer Contract	The Term of the Customer Contract will be specified in the Order.
3. Commencement Date	The Customer will notify the Contractor of the Commencement Date in the Order.
4. Price Variation	The Price is fixed for the Term.
5. Public and Products Liability	<p>Public and products liability insurance covering the legal liability of the Contractor and the Contractor's Personnel arising out of the Goods and / or Services for an amount of:</p> <ul style="list-style-type: none"> (a) not less than \$20 million for any one occurrence; (b) unlimited in the number of occurrences happening in any one period of insurance for public liability; and (c) limited in the annual aggregate to \$20 million for products liability for all occurrences in any one period of insurance. <p>The monetary values in this Item are specified by reference to each twelve-month period of insurance during which the Contractor is required to maintain insurance under the Customer Contract. If the Contractor holds insurance which specifies a period of insurance other than annual cover, the policy must provide coverage that is at least equivalent to or greater than the level of cover specified in this Item.</p> <p>The Contractor's public and products liability insurance cover must include cover for the indemnification of the Customer as principal to the extent of its liability arising out of the Goods and/or Services.</p>
6. Workers' Compensation	<p>Workers' compensation insurance in accordance with the provisions of the <i>Workers' Compensation and Injury Management Act 2023</i> (WA) (the WCIM Act).</p> <p>The insurance policy must include:</p> <ul style="list-style-type: none"> (a) common law liability cover for an amount of not less than \$50 million for any one event in respect of workers of the Contractor; and (b) principal's indemnity cover (by policy extension or otherwise), covering any claims or liability that may arise under the principal's indemnity described in section 217 of the WCIM Act.
7. Motor Vehicle Third Party	Motor vehicle third party liability insurance covering legal liability of the Contractor for property loss or damage and bodily injury to, or death of, persons (other than compulsory third party motor vehicle insurance) caused by motor vehicles used in connection with the Goods and / or Services for an amount of not less than \$30 million for any one occurrence or accident.
8. Compulsory Third Party	Compulsory third party insurance as required under any statute relating to motor vehicles used in connection with the Goods and / or Services.
9. Insurance Review	<ul style="list-style-type: none"> (a) The Customer reserves the right, from time to time, to review the adequacy and appropriateness of the policies of insurance effected by the Contractor in relation to the Customer Contract. As part of the review, the Customer may ascertain whether, in the Customer's reasonable opinion, any additional insurance policies are required, or whether any insurance policies effected by the Contractor in relation to the Customer Contract and maintained at the time of the review are still required or require amendment. (b) The Contractor must commence negotiations to obtain insurances

Part A Head Agreement Details and Customer Contract Details - Respondent to read and keep this Part A

	<p>or amend the policies of insurance effected by the Contractor in relation to the Customer Contract within twenty (20) Business Days of receiving notice from the Customer to do so, and must, as soon as practicable thereafter at the Contractor's own cost, obtain insurances or amend the policies of insurance effected by the Contractor in relation to the Customer Contract to reflect the recommendations made by the Customer following its review.</p> <p>(c) The Contractor must promptly notify the Customer if it is unable to, or it becomes apparent that it will be unable to, comply with the recommendations arising in connection with the Customer review. The parties must determine what action, if any, is to be taken following receipt of this notice.</p> <p>(d) Each party warrants to the other that it will act reasonably and in good faith with respect to any action taken under or in connection with this Item.</p>
10. Contract Management Requirements	<p>Contract Authority's Representative To be advised in the Order.</p> <p>Key Performance Indicators Delivery is within eight weeks of Order placement.</p>
11. Confidential Information	<p>For the purposes of paragraph (b) of the definition of "Confidential Information" in clause 2.1 of the General Conditions, there is no information that is specified by the Customer as confidential.</p> <p>The Contractor must not use or disclose the Customer's Confidential Information except as permitted under clause 24.2 (Confidentiality) of the General Conditions.</p>
12. Police Clearance	Clause 18.4 of the General Conditions applies.
13. Confidential Declaration – Prevention of Paedophilia	Clause 18.5 of the General Conditions does not apply.
14. Warranties	<p>The Contractor must give, or ensure the Customer has the benefit of, the following warranties:</p> <p>(a) A minimum 12-month warranty.</p> <p>If the warranty specified exceeds the Term of the Customer Contract, the Warranty survives the expiry or termination of the Customer Contract.</p>
15. Intellectual Property Owner	Clause 23.1 (a) of the General Conditions applies.
16. Working Papers	Copyright and property in all Working Papers vest in the Contractor.
17. Publicity	For the purposes of clause 24.4 of the General Conditions, no other State Agency is specified.

Schedule 2 - Specification / Statement of Requirements

1. Statement of Requirements

The Department of Water and Environmental Regulation (DWER / the Customer) requires the supply of instruments that can measure pollutants named in the National Environment Protection (Ambient Air Quality) Measures (NEPM), and other emerging pollutants.

2. Specification

The Contractor will:

- (a) provide instruments that:
 - (i) are capable of remote communication and instrument control via transmission control protocol / internet protocol (TCP/IP).
 - (ii) can be mounted in a 19" instrument rack.
 - (iii) have a valid data recovery greater than 90% when operated in Australia, validated by AS3580.19 and NEPM Technical Paper No. 5 Data Collection and Handling.
 - (iv) are supplied with a 240V International Electrotechnical Commission (IEC) power supply inlet.
 - (v) for gas sampling, are manufactured with perfluoro alkoxy (PFA) or equivalent internal sample tubing, and connected with Swagelok or equivalent hardware. Tubing shall not be PFA or equivalent lined tubing, or require replacement at service intervals.
- (b) ensure that it has sufficient spares parts in stock and available for the life of the instrument (~ seven years)

3. Standards

The Contractor must supply instruments that meet standards including but not limited to:

- (a) AS3580 Methods for sampling and analysis of ambient air
 - (i) Method 2.2: Preparation of reference test atmospheres — Compressed gas method.
 - (ii) Method 4.1: Determination of sulphur dioxide - Direct-reading instrumental method
 - (iii) Method 5.1: Determination of oxides of nitrogen - Direct-reading instrumental method
 - (iv) Method 6.1: Determination of ozone - Direct-reading instrumental method
 - (v) Method 7.1: Determination of carbon monoxide - Direct-reading instrumental method
 - (vi) Method 9.8: Determination of suspended particulate matter - PM10 continuous direct mass method using a tapered element oscillating microbalance analyser and/or
Method 9.13: Determination of suspended particulate matter - PM2.5 continuous direct mass method using a tapered element oscillating microbalance monitor and/or

Part A Specification/Requirements - Respondent to read and keep this Part A

Method 9.16: Determination of suspended particulate matter - PM10 continuous direct mass method using a tapered element oscillating microbalance monitor incorporating a filter dynamic measurement system (FDMS) unit

- (vii) Method 9.11 Determination of suspended particulate matter — PM₁₀ beta attenuation monitors
 - (viii) Method 9.12: Determination of suspended particulate matter — PM_{2.5} beta attenuation monitors.
 - (ix) Proposed Method 9.18 Determination of suspended particulate matter - PM10 and PM2.5 continuous method using optical light scattering instrumentation.
- (b) International Standards
 - (i) EN 16976:2024 - Ultrafine particles
 - (ii) CEN/TR 16243:2011 - Continuous Black carbon measurement via aethalometer
 - (c) Non-standard Methods
 - (i) Ammonia via chemiluminescence or other continuous methods.

4. Service and Maintenance

If required, the Contractor will provide service and maintenance including calibration within timeframes agreed between the parties.

5. Testing

The Contractor shall upon request from DWER:

- (a) at no cost to DWER, provide instrumentation for DWER to undertake testing of offered instruments at DWER premises, including field AQMS.
- (b) make requested instruments available for a minimum period of 14 days.

6. Delivery

The Contractor shall deliver the instrument within eight weeks of Order placement to:

Unit 3, 100 Norma Road
Booragoon, WA 6154

Part B – Content Requirement and Respondent's Offer

Part B should be completed by the Respondent and returned to the Contract Authority or Customer (refer 'submission of offer' requirements of clause 2.1 in the Request Conditions).

1. Note to Respondent

In preparing its Offer, the Respondent must:

- (a) address each requirement in the form set out in this Part B.
- (b) take into account the Head Agreement and Customer Contract requirements, as explained in the Head Agreement and Customer Contract Details. The Respondent must read these in conjunction with the General Conditions.
- (c) in respect of the Qualitative Requirements in Section 5 in this Part B, provide full details of any claims, statements or examples. No detail is to be referenced to any website (refer '**(no reference to information on websites)**' under clause 2.7 of the Request Conditions).
- (d) assume that the Contract Authority or Customer has no knowledge of the Respondent, its activities, experience or any previous work undertaken by the Respondent for the Contract Authority, Customer or any other State Agency.
- (e) nominate any Offer Information that the Respondent wishes to expressly and reasonably nominate as confidential for the purposes of the Request Conditions.

2. Identity of Respondent

The Respondent must provide the following details:

Respondent to Complete:	
(a) Name of Legal Entity:	
(b) ACN (if a company):	
(c) Registered address of Company or address of principal place of business if no registered address:	
(d) Business Name:	
(e) ABN:	
(f) Contact Person:	
(g) Contact Person Position Title:	
(h) Email:	
(i) Telephone:	
(j) Address and email for service of contractual notices:	

NB: The Offer does not require the Respondent's signature.

3. Pre-Qualification Requirements

There are no pre-qualification requirements for this Request.

4. Compliance and Disclosure Requirements

The Contract Authority or Customer will, in its Value for Money assessment, consider the extent to which the Offer satisfies the following Compliance and Disclosure Requirements. The Contract Authority or Customer reserves the right to reject any Offer that does not properly address any of the Compliance and Disclosure Requirements, and/or which contains material departures from the Head Agreement Details, Customer Contract Details and/or General Conditions.

(a) Compliance

(i) Head Agreement Details

The Respondent must confirm whether it will comply with the Head Agreement Details. If the Respondent will not comply with any clause of the Head Agreement Details, the Respondent must set out:

- (A) the clause(s) of the Head Agreement Details it will not comply with;
- (B) the extent of non-compliance – including the alternative clause, if any, or a description of any changes it requires to the Head Agreement Details; and
- (C) the reason for non-compliance.

Respondent to Complete:

Does the Respondent agree to the Head Agreement Details?

Yes

☐

No

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If no, provide details:

(ii) Customer Contract Details

The Respondent must confirm whether it will comply with the Customer Contract Details (excluding the General Conditions and Schedules). If the Respondent will not comply with any clause of the Customer Contract Details, the Respondent must set out:

- (A) the clause it will not comply with;
- (B) the extent of non-compliance – including the alternative clause, if any, or a description of any changes it requires to the Customer Contract Details; and
- (C) the reason for non-compliance.

Respondent to Complete:

Does the Respondent agree to the Customer Contract Details?

Yes

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No

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If no, provide details:

(iii) **General Conditions / Schedules**

The Respondent must confirm whether it will comply with the General Conditions and Schedules. If the Respondent will not comply with any of the General Conditions and Schedules, the Respondent must set out:

- (A) the General Condition / Schedules it will not comply with;
- (B) the extent of non-compliance – including the alternative clause, if any, or a description of any changes it requires to the General Conditions / Schedules; and
- (C) the reason for non-compliance.

Respondent to Complete:

Does the Respondent agree to the General Conditions/Schedules?

Yes

☐

No

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If no, provide details:

(b) **Disclosures**(i) **Participants (including subcontractors)****Respondent to Complete:**

- (A) Is the Respondent acting as an agent or trustee for another person or persons?

Yes

☐

No

☐

If yes, provide details:

- (B) Is the Respondent acting jointly or in association with another person or persons?

Yes

☐

No

☐

If yes, provide details:

- (C) Has the Respondent engaged, or does the Respondent intend to engage, another person or persons as a subcontractor in connection with the supply of the Services?

Yes

☐

No

☐

If yes, provide the following details for each subcontractor:

Full legal name of subcontractor:

Business name of the subcontractor:

ACN / ARBN (if applicable):

Postal address:

Requirements to be subcontracted:

The Respondent warrants that the Respondent has obtained consent from each above-named subcontractor permitting the Respondent to receive information from the Customer and the Contract Authority as to whether the subcontractor is a suspended supplier within the meaning of the *Procurement (Debarment of Suppliers) Regulations 2021*, for the

purposes of this procurement process and any resulting Customer Contract.

Yes

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No

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(ii) **Criminal Convictions**

The Respondent must confirm that neither the Respondent, nor any of the Respondent's senior officers (as defined in regulation 3(1) of the *Procurement (Debarment of Suppliers) Regulations 2021*), nor any person included in the Specified Personnel has been convicted of a criminal offence that is punishable by imprisonment or detention.

Respondent to Complete:

Has the Respondent or any of the Respondent's senior officers or any person included in the Specified Personnel been convicted of a criminal offence that is punishable by imprisonment or detention?

Yes

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No

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If yes, provide details:

(iii) **Conflict of Interest**

The Respondent must declare and provide details of any actual, potential or perceived conflict of interest.

Respondent to Complete:

Does the Respondent have any actual, potential or perceived conflict of interest in relation to the performance of the Customer Contract (if awarded) by the Respondent?

Yes

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No

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If yes, the reasons why:

(iv) **Small Business, Australian Disability Enterprise (ADE), Aboriginal Business and/or ACCO**

Respondent to Complete:

Respondent is required to disclose whether it is a:

- (A) The Respondent is to disclose whether it is a small business that employs less than twenty (20) people.

Yes

☐

No

☐

- (B) The Respondent is to disclose whether it is a registered Australian Disability Enterprise (ADE)? Registered means to be listed as an approved ADE on the Australian Disability Enterprises website at: <http://buyability.org.au/directory/>.

Yes

☐

No

☐

- (C) The Respondent is to disclose whether it is a registered Aboriginal business? The business is to be registered on the Aboriginal Business Directory WA at: <http://www.abdwa.com.au/> and/or on Supply Nation's Indigenous Business Direct at <http://supplynation.org.au/>.

Yes

☐

No

☐

If Yes, registered on:

Aboriginal Business Directory WA

☐

Supply Nation's Indigenous Business Direct ☐

Both ☐

(D) The Respondent is to disclose whether it is a Aboriginal Community Controlled Organisation (ACCO) – means the organisation is:

- incorporated under State or Commonwealth legislation and not for profit;
- controlled and operated by a majority of Aboriginal and/or Torres Strait Islander people;
- involved or connected to the community, or communities, in which it delivers the services;
- governed by a majority Aboriginal and/or Torres Strait Islander governing body.

(Aboriginal Community Controlled Organisation is as defined in the [Delivering Community Services in Partnership Policy](#).)

Yes ☐ No ☐

If Yes, provide the Respondent's Australian Charities and Not-for-profits Commission (ACNC) registration as well as one of the following:

- details of the Respondent's registration with the [Office of the Registrar of Indigenous Corporations](#) (ORIC) or the [Australian Securities & Investments Commission](#) (ASIC) or [Consumer Protection WA](#); or
- an extract of the relevant provisions of the Respondent's constitution or governing documents.

(v) **Work Health and Safety**

The Respondent must disclose whether the Respondent has received any prohibition notice(s), accepted any enforceable undertaking(s) or been the subject of any prosecution(s) commenced by WorkSafe WA under the *Occupational Safety and Health Act 1984* (WA) or the *Work Health and Safety Act 2020* (WA), or any associated regulations, or any equivalent action under a corresponding work health and safety law in another Australian jurisdiction, in the last two years.

Respondent to Complete:

Has the Respondent received any prohibition notice(s), accepted any enforceable undertaking(s) or been the subject of any prosecution(s) commenced by WorkSafe WA under the *Occupational Safety and Health Act 1984* (WA) or the *Work Health and Safety Act 2020* (WA), or any associated regulations, or any equivalent action under a corresponding work health and safety law in another Australian jurisdiction, in the last two years?

Yes ☐ No ☐

If Yes, provide details of the notice, enforceable undertaking and/or prosecution and include a summary of actions taken by the Respondent in response thereto:

(vi) **Gender Equality in Procurement**

The Western Australian Government is committed to advancing gender equality in Western Australia as demonstrated by [Stronger Together: WA's Plan for Gender Equality](#). Further information on how to advance gender equality in your business/organisation is available [here](#).

For further information about this disclosure clause, refer to the [Gender Equality in Procurement Guideline](#).

Respondent to Complete:

The *Workplace Gender Equality Act 2012* (Cth) requires both non-public sector and Commonwealth public sector employers with 100 or more employees to submit a report annually to the Workplace Gender Equality Agency. Non-public sector employers can find further information about reporting requirements at [Preparing to report | WGEA](#).

Is the Respondent a business/organisation that employs 100 or more people?

Yes ☐

No ☐

If yes,

- (A) does the Respondent's business comply with the Workplace Gender Equality Agency gender equality reporting requirements?

(WGEA reporting requirements are available at [Reporting Guide | WGEA](#).)

Yes ☐

No ☐

- (B) has the Respondent attached a letter of compliance with the *Workplace Gender Equality Act 2012* (Cth)?

(Information about how to obtain a letter of compliance from WGEA is available from [Eligibility & compliance | WGEA](#).)

Yes ☐

No ☐

If you have answered No to (A) and/or (B) above, please provide reasons or explanation for doing so:

(vii) **Referees**

The Respondent must provide a minimum of two referees.

The referees provided should be willing to be contacted by the Customer to verify the referee information provided. The Respondent should confirm this with its reference sites prior to submitting its Offer. It is not acceptable to state that referees will be provided at a later stage.

Referees should be aligned to the contracts detailed in response to clause (b) Organisational Capacity and Demonstrated Experience of Section 5 Qualitative requirements.

Referees shall not be existing DWER employees

RESPONDENT TO COMPLETE:	
Referee One	
(A) Referee's name and position	
(B) Company name	
(C) Contact telephone number	
(D) Email address	
(E) Contract or project title	
Referee Two	
(A) Referee's name and position	
(B) Company name	
(C) Contact telephone number	
(D) Email address	
(E) Contract or project title	

5. Qualitative Requirements

The Contract Authority or Customer will, in its value for money assessment, consider the extent to which the Offer satisfies the following Qualitative Requirements. The Contract Authority or Customer reserves the right to reject any Offer that does not properly address and satisfy any of the Qualitative Requirements. **The Contract Authority or Customer will not consider references to information on websites when evaluating an Offer.**

The Qualitative Requirements are not weighted equally. Refer to the % weighting (xx% weighting) for each Requirement listed below.

(a) Suitability of Proposed Goods (60% Weighting)

The Respondent must:

- (i) demonstrate how the proposed Goods are suitable and fit for purpose, in accordance with the description set out in Schedule 2 - Specification / Statement of Requirements.
- (ii) provide brochures and any relevant information detailing the features of the proposed Goods.
- (iii) provide documentation related to any licensing or statutory approval requirements for the proposed Goods and compliance with any relevant Australian/ International Standards.
- (iv) provide details of its acceptance testing procedures including a list of equipment required for testing the proposed Goods.
- (v) detail warranty provisions including duration, inclusions and exclusions and response times for warranty repairs.
- (vi) detail the requirement, if necessary, for factory calibrations, and how continuity of service will be maintained during this time.
- (vii) detail the availability of spare parts for the proposed Goods in Western Australia.
- (viii) detail the frequency of servicing requirements for the proposed Goods.
- (ix) detail the arrangements for repairs and maintenance and factory calibration for the proposed Goods, including response times (post warranty).

Respondent to Complete:

The Respondent is to demonstrate suitability of proposed Goods under this clause 5(a) of Part B.

(b) Organisational Capacity and Demonstrated Experience (40% Weighting)

The Respondent must

- (i) demonstrate that it has the organisational capacity to perform the Customer Contract.
- (ii) provide a comprehensive timeframe for the delivery of the proposed Goods and any related services identifying key dates and milestones and outlining how any timing requirements specified in Schedule 2 - Specification / Statement of Requirements, will be met.
- (iii) provide details of a minimum of [2] contracts undertaken within the last [5] years for similar Goods and any related services provided for clients. The Respondent must provide:
 - (A) A detailed description of the Goods and / or Services provided.
 - (B) Similarities between the previous contracts and this Request.

Part B**Respondent to complete and return this Part B**

- (C) When the previous contracts were performed; and
- (D) The outcome of the previous contracts.

Respondent to Complete:

The Respondent is to provide the organisational capacity and demonstrated experience information required under this clause 5(b) of Part B.

6. Head Agreement and Customer Contract Insurance Requirements

The Respondent must demonstrate that it has the insurances required under Schedule 1 - Head Agreement Details.

Respondent to Complete:

Does the Respondent have the insurance required under Schedule 1 - Head Agreement Details and Customer Contract Details?

Yes ☐ No ☐

If yes, the Respondent must complete the following table:

	Public and Product Liability	Professional Indemnity	Workers' Compensation Insurance	Motor Vehicle Third Party Liability Insurance
Insurer				
ABN				
Policy No				
Insured Amount				
Expiry Date				
Exclusions, if any				

or

If no, does the Respondent confirm that prior to being awarded the Head Agreement, they will obtain the insurance policies specified before the Commencement Date?

Yes ☐ No ☐

If no, the reasons why.

Schedule 3 - Pricing

The Contract Authority or Customer will, in its value for money assessment, consider the extent to which the Offer satisfies the following Offered Price and Pricing Requirements. The Contract Authority or Customer reserves the right to reject any Offer that does not properly address and satisfy any of the Offered Price and Pricing Requirements.

1. Offered Price and Price Schedule

- (i) The Respondent must include in the Offer this completed Schedule 3 - Pricing.
- (ii) The Respondent must state the basis of its Offered Price in Australian Dollars.
- (iii) The Offered Price will be deemed to include the cost of complying with this Request (including the Head Agreement Details, Customer Contract Details and any Addenda available, if any) and the General Conditions and the cost of complying with all matters and things necessary or relevant for the due and proper performance of the Head Agreement and Customer Contract. Any charge not stated as being additional to the Offered Price will not be payable by the Customer.
- (iv) If the Offered Price is consideration for a taxable supply under the GST Act, the Offered Price will be deemed to be inclusive of all GST applicable to the taxable supply at the rate in force for the time being.

Respondent to Complete:		
Description	Price (inclusive of GST)	Unit
Instrument (<i>please detail make and model</i>)		Per instrument
Post Warranty Service and Maintenance		Per hour
Other Costs (Please Specify)		
Total Cost (inclusive of GST)		

Note: All costs must be fully declared in your response. Any costs that are not clearly identified in your response will not be accepted when approving payments under this contract.

Schedule 4 - Not Applicable

Schedule 5 - Order Form

All Orders will be placed via Purchase Order.

Schedule 6 - Buying Rules

The Customer will purchase the Goods and/or Services in accordance with the following Buying Rules:

Monetary Threshold	Buying Process
1. Orders valued at up to \$250K	Pick and buy - Panel members may be accessed directly. A unit price must be quoted.
2. Orders valued at greater than \$250K	Formally request a sufficient number of written quotations from relevant panel members. A unit price must be quoted.

Schedules 7 to 18 – Not Applicable